



COLLECTION POLICY RESOLUTION

Resolution Adopted **November 18, 2017**

Last Revision Date: **November 12, 2022**

The following resolution has been adopted by Saw Creek Estates Community Association, Inc. pursuant to the Uniform Planned Community Act (68 Pa. C.S. 5314 & 5315), at a regular meeting of the Board of Directors of the Association.

Whereas the Association is charged with certain responsibilities regarding the care, maintenance, and service of certain portions of the community, and

Whereas the Association must have the financial ability to discharge its responsibilities, and

Whereas the board is required to collect assessments and other charges from owners, and

Whereas the board desires to adopt a uniform, non-discriminating, and systematic procedure to collect assessments and other charges of the Association.

NOW, THEREFORE, BE IT RESOLVED that SAW CREEK ESTATES COMMUNITY ASSOCIATION, INC. does hereby adopt the following procedures and policies for the collection of assessments and other charges of the Association.

Due Dates. The annual assessment as determined by the Association and as allowed for in the declaration, Articles of Incorporation, and Bylaws shall be due and payable in one (1) installment due on January 15th of each year. Assessments and other charges not paid to the Association within thirty (30) days of the due date shall be considered past due and delinquent.

Due Dates 6-Month Installment. The annual assessment as determined by the Association may be paid in a 6-month installment plan and shall be due and payable on the 15th of each month beginning in January.

Due Dates 12-Month Installment. The annual assessment as determined by the Association may be paid in a 12-month installment plan and shall be due and payable on the 15th of each month beginning in January.

Payment agreements are subject to Association terms and conditions offered. The Association reserves the right to deny or not enter into a payment agreement at its discretion. All payment plans and payment agreements are subject to a payment plan fee as listed in the most current Association Fee Schedule.

Invoices. The Association may, but shall not be required to, invoice an owner for any assessments or other charges of the Association. If the Association provides an owner with an invoice for annual assessments or other charges, although invoices are not required, the Association may send invoices electronically, by mail, or a combination of both, sent to the owner no later than fifteen (15) days before the due date. Non-receipt of an invoice shall in no way relieve the owner of the obligation to pay the amount due by the due date.

Late Fee. Assessments shall be past due and delinquent if not paid as specified above. The Association may impose a late fee in the amount as listed in the most current Association Fee Schedule, per month for each month in which assessment payments are past due and delinquent. The monthly late fee may be imposed on all past due and delinquent balances whether or not a payment plan has been established. The late fee

shall be a “common expense” for each owner who fails to pay an installment of the annual assessment or any other balance by the due date as specified above. All late fees shall be due and payable immediately, without notice.

Interest. The Association shall impose an annual interest of 15% on any unpaid balance. The interest shall be a “common expense” for each owner who fails to pay an installment of the annual assessment by the due date as specified above. All interest shall be due and payable immediately, without notice.

Acceleration of Assessments. If an owner defaults in paying any assessments, installments, and/or other charges for thirty (30) days beyond the due date, the Association, at its option, may accelerate the remainder of the annual assessment installments and declare them immediately due and payable in full, including applicable fees accrued on the account.

Return Check Charges. In addition to any and all charges imposed by the Association or pursuant to this resolution, a minimum fee as listed in the most current Association Fee Schedule, shall be assessed against an owner in the event any check or other instrument attributable to or payable for the benefit of such owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a “common expense” for each owner who tenders payment by check or another instrument that is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. If two or more of a unit owner’s checks are returned unpaid by the bank within any (fiscal) year, the Association may require that all of the unit owner’s future payments, for a period of one year, be made by an alternate form of payment.

Attorney’s Fees on Delinquent Accounts. As an additional expense, the Association shall be entitled to recover its reasonable attorney’s fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent owner. The reasonable attorney’s fees incurred by the Association shall be due and payable immediately when incurred.

Application of Payments Made to the Association. Payments received from an owner will be credited in the following order: Payments shall be applied to the oldest year(s) then owed.

1. All interest accrued and late fees, as applicable.
2. Charges for legal fees, court costs, and other costs of collection.
3. The annual assessment for a unit, including any accelerated or special assessment due, as applicable.
4. All other charges incurred by the Association as a result of any violation by an owner, his/her family, employees, agents, or licensees, of the declaration, Articles of Incorporation, Bylaws, rules, and Regulations, or Resolutions.

Collection Letters. After an assessment installment or other charge due the Association becomes thirty (30) days past due, the Association may, but shall not be required to, send a delinquent notice to the unit owner. The Association may, but shall not be required to, send the notice electronically, by mail, or a combination of both. In addition, amenity access and gate card privileges may be suspended without further communication. **A fee of \$25 per gate card will be charged to re-activate each gate card.**

If an account is delinquent for more than forty-five (45) days past the due date, the Association may, but shall not be required to, send notice to the unit owner that it intends to refer the account to an attorney, collection agency, or other means of collection. The Association may, but shall not be required to, send the notice electronically, by mail, or a combination of both. The Association may simultaneously send a copy of the notice to the mortgagee of the unit.

Use of Certified Mail/Regular Mail. In the event the Association shall send a collection or demand letter or notice to a delinquent owner by regular mail, the Association may also send, but shall not be required to send, an additional copy of that letter or notice by certified mail or certificate of mailing.

Liens. The Association has an automatic 3-year statutory lien on any delinquent owner in accordance with the terms and provisions of the Uniformed Planned Community Act 68 Pa. C.S., declaration, articles of incorporation, and bylaws. The Association may send a notification to the mortgage lender of its intention to execute the lien.

Referring Delinquent Accounts to Attorneys. The Association may, but shall not be required to, refer delinquent accounts to an attorney for collection. Upon referral to the attorney, the attorney shall take all appropriate action to collect the accounts referred.

Referring Delinquent Accounts to Collection Agencies. The Association may, but shall not be required to, refer delinquent accounts to one or more collection agencies for collection. Upon referral to a collection agency, the agency shall take all appropriate action to collect the accounts referred.

Personal Judgment. The Association may, but shall not be required to, obtain a personal judgment, and use all legal methods to satisfy same.

Amenities Usage. In the event an owner(s) become past due, and delinquent as stated above the Association shall deactivate gate cards and deny amenity usage and other rights and privileges reserved for its members in good standing. **A fee of \$25 per gate card will be charged to re-activate each gate card.**

Notification to Owners. The Association shall cause all owners to be notified of this resolution and it shall be effective immediately. This resolution shall be published in the Association newspaper upon adoption of this resolution. The Association may but shall not be required to publish this resolution annually in the Association newspaper, a copy of this resolution can be requested by unit owner(s) or viewed on the Association website.

IN WITNESS WHEREOF, the undersigned have executed this resolution on the 18 day of November in the year 2017, revised on November 12, 2022.

Kathi Connell, SCE President 11/12/2022
